

St. Louis-San Francisco Railway Company

906 Olive Street — St. Louis, Missouri 63101 — (314) 241-1000

Donald E. Engle
Vice President and General Counsel

August 31, 1976

86979-C

Amendment Agreement dated as of June 25, 1976, to Lease of Railroad Equipment dated as of July 15, 1975, between Continental Illinois National Bank and Trust Company of Chicago, as Lessor, and St. Louis - San Francisco Railway Company, as Lessee.

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act, and to the Commission's rules and regulations thereunder, as amended, I enclose for filing and recordation the above-noted document.

Set out below are the names and addresses of the parties to the Lease Agreement dated as of July 15, 1975, the Supplemental Agreement dated as of January 1, 1976, previously filed, and the Amendment Agreement dated as of June 25, 1976, attached hereto:

Lessee:	St. Louis - San Francisco Railway Company 3253 East Trafficway Springfield, Missouri 65802
Trustee and Lessor:	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60693
Agent and Assignee:	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60693

RECORDATION NO. 8020-G
SEP 3 1976 11 40 AM
FILED & RECORDED

6-2175-32

SEP 3 1976

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Washington, D.C.

RECEIVED
SEP 3 11 32 AM '76
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I.C.C. NON-PR.

Contract - Lewis Utege

August 31, 1976

The Lease of Railroad Equipment, dated as of July 15, 1975, between the respective parties was filed and recorded with the Interstate Commerce Commission at 2:25 p.m., on October 3, 1975, and assigned Recordation No. 8070. There were simultaneously filed and recorded with the document related agreements, assigned Recordation Nos. 8070-A - 8070-E, inclusive.

A Supplemental Agreement dated as of January 1, 1976, to the Lease of Railroad Equipment, dated as of July 15, 1975, was filed and recorded with the Commission on February 5, 1976, at 10:45 a.m., and was assigned Recordation No. 8070-F.

The equipment covered by all of the aforementioned documents, consists of the following:

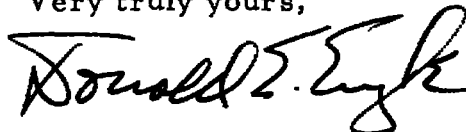
- 200 -- 100-ton gondola cars, bearing
Railway Company's Nos. SLSF 66000-
SLSF 66199, both inclusive.
- 200 -- 100-ton open hopper cars, bearing
Railway Company's Nos. SLSF 87600-
SLSF 87799, both inclusive.

The purpose of the enclosed Amendment Agreement is to amend Section 9 of the Lease of Railroad Equipment to more clearly define the intent of the parties as to the applicability of the indemnification provisions set forth in paragraph four thereof.

There is also enclosed this Company's draft for \$10.00, payable to the Interstate Commerce Commission, representing the recordation fee required by 49 C.F.R. 1116.3.

Please stamp all counterparts of the Amendment Agreement with your official recording stamp. You will wish to retain two counterparts for your files. It is requested that the remaining copies be delivered to the bearer of this letter.

Very truly yours,



Donald E. Engle

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

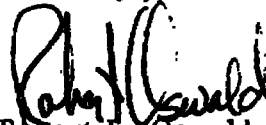
September 3, 1976

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 9/03/76 at 11:40 a. m., and assigned recordation number(s) 8070-G

Sincerely yours,



Robert L. Oswald
Secretary

Enclosure(s)

RECORDATION NO. 8070-G
FILED & RECORDED
JUL 3 1976 - 11 AM
FEDERAL COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 25, 1976, among Continental Illinois National Bank and Trust Company of Chicago, not in its individual capacity but solely as Trustee (hereinafter called the Lessor) under a Trust Agreement dated as of July 15, 1975, with International Paper Leasing Corporation (formerly known as International Paper Equipment Leasing Corporation) and Chemical Bank (hereinafter called the Beneficiaries); St. Louis-San Francisco Railway Company (hereinafter called the Lessee); and Continental Illinois National Bank and Trust Company of Chicago, as Agent (hereinafter called the Assignee) under a Finance Agreement dated as of July 15, 1975, among the Lessor, the Lessee, the Beneficiaries and the Investors named in Annex A thereto.

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of July 15, 1975 (hereinafter called the Lease);

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of July 15, 1975 (hereinafter called the Assignment);

WHEREAS the Lease and the Assignment were filed and

recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1975, at 2:25 p.m., and were assigned recordation numbers 8070 and 8070-A, respectively;

WHEREAS the Lessee, the Lessor and the Assignee have entered into a Supplemental Agreement dated as of January 1, 1976, which was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 5, 1976, at 10:45 a.m., and was assigned recordation number 8070-F; and

WHEREAS the Lessor and the Lessee now desire to amend the Lease, and the Assignee is willing to consent thereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The fourth paragraph of Section 9 of the Lease is hereby amended by adding at the end thereof the following sentence: "The indemnities arising under this paragraph are not intended to constitute a guaranty of the residual value of the Units or that the principal of and interest on the Conditional Sale Indebtedness will in all events be paid".

2. As assignee of the Lease under the Assignment,

the Assignee hereby consents to the amendment to the Lease set forth in paragraph 1.

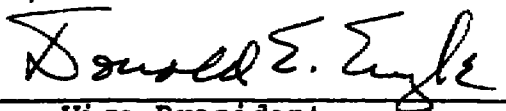
3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 16 of the Lease.

4. Except as amended hereby, the Lease, as heretofore supplemented, shall remain unaltered in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY,

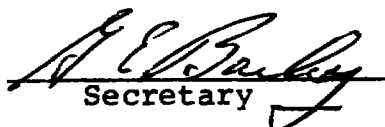
by



Vice President

[Corporate Seal]

Attest:


Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
trustee,

by



Second Vice President

[Corporate Seal]

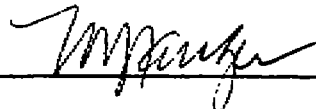
Attest:



Trust Officer

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
agent,

by



[Corporate Seal]

Attest:



Trust Officer

STATE OF MISSOURI,)
) ss.:
CITY OF ST. LOUIS)

On this, *11th* day of *August*, 1976, before me personally appeared *Donald E. Engle*, to me personally known, who, being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James I. Hanks

Notary Public

[Notarial Seal]

My Commission expires

June 30, 1980

STATE OF ILLINOIS,)
) ss,:
COUNTY OF COOK,)

On this 27 day of August, 1976, before
me personally appeared M. I. KRUGER to me personally
known, who, being by me duly sworn, says that he is a Second
Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, that one of the seals affixed to the fore-
going instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.




Notary Public

[Notarial Seal]

My Commission expires NOVEMBER 16., 1977

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 27 day of August, 1976, before
me personally appeared M. J. KRUGER, to me personally
known, who, being by me duly sworn, says that he is a
second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, that one of the seals affixed to the fore-
going instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires NOVEMBER 16, 1977